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Genesee Valley Central School And  
Genesee Valley Educators Assn

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***AGREEMENT***

***BETWEEN THE***

***GENESEE VALLEY CENTRAL  
SCHOOL DISTRICT***

***AND THE***

***GENESEE VALLEY EDUCATORS  
ASSOCIATION***

***JULY 1, 1999 - JUNE 30, 2002***

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## **PREAMBLE**

The Board and Association firmly believe that the primary function of the Board, the Administration, the teachers and all other employees of the Genesee Valley Central School is to provide each child attending the school with the type of educational opportunity which is best suited to his/her individual abilities and which will best equip each child to utilize his/her abilities to the greatest extent possible in later life.

The Board and the Association further recognize that the Board is the legally constituted body responsible for policy enactment under the laws of the State of New York, and that this responsibility which has been vested in the Board by the voters of the School District cannot be delegated, negotiated or reduced.

Finally, the Board and the Association believe that the objective of the school's educational programs can be realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board, the Administration and the staff.

## **ARTICLE I**

### **AGREEMENT**

#### **Section 100: Duration**

This agreement made and entered into on July 1, 1999, by and between the Chief Executive Officer of the Genesee Valley Central School, hereafter referred to as the "Superintendent" and the Genesee Valley Educators' Association, hereafter referred to as the "Association," shall remain in force through June 30, 2002.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

#### **Section 200:**

The Board and the Association agree to negotiate in good faith all terms and conditions of employment as prescribed by Article 14 of the Public Employees' Fair Employment Act.

#### **Section 201:**

The Association shall have the right to begin negotiations for a successor agreement on or about March 1st of the final year of the contract.

**Section 202:**

Negotiations may be requested by either party with arrangements to be made through the office of the Superintendent.

**Section 203:**

All members of the bargaining unit shall receive copies of the Agreement in a timely manner at the conclusion of negotiations. Each new hire shall receive a copy of the contract when he/she begins work.

**ARTICLE III**

**RECOGNITION**

**Section 300: Term**

In accord with the provisions of Article XIV of the Civil Service Law of the State of New York, the Board of Education of Genesee Valley Central School district, hereinafter referred to as "Board," recognizes the Genesee Valley Educators' Association, hereinafter referred to as "Association," as the exclusive employee organization for the unit consisting of all full-time certified teaching assistants; certified teaching employees, employed at least forty (40) percent of the time; and long-term substitutes, except for the Chief Executive Officer, Principals, Vice-Principals and per diem substitutes. A long term substitute is defined as a per diem substitute who works more than ninety (90) consecutive workdays in any academic year. The per diem substitute becomes a long-term substitute as of the 91st consecutive day. The period of such recognition shall be extended for the term of this agreement and shall be for the purpose of determination of and administration of grievances rising under the terms of this agreement.

**Section 301: NO STRIKE PLEDGE:**

It is agreed by and between the parties that the Association affirms that it does not assert the right to strike against any government, to assist or participate in such strike, or to impose an obligation to conduct, assist or participate in such a strike.

**ARTICLE IV**

**DUES DEDUCTION**

**Section 400 Authorization**

The district will make one deduction in each pay period for dues from wages of those employees who have filed with the Board office, and signed the appropriate

deduction authorization forms. These deductions will be continuous until such time as the employee cancels it in writing. From the wages of each employee who does not have a dues deduction authorization form on file, the District will make one deduction each pay period for agency fee. No later than August 15, of each fiscal year, the Genesee Valley Educators' Association shall certify, in writing, to the Board office the amount of any change in dues or agency fee for that school year. All such deductions for each month are to be remitted to their treasurer by each pay date. Genesee Valley Educators' Association will create a fully legal refund procedure for agency fee payers and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner. The Genesee Valley Educators' Association agree to hold the District harmless in a reference to such agency fee deductions. Teacher authorization will be in writing.

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#### **Section 401: Method**

The deductions referred to in "Sec. 400" above, will be in equal installments beginning with the first paycheck in October, and for each pay period thereafter through June. Annually the Association is to deliver to the Business Office prior to the end of the pay period preceding the first deductions, all new authorization forms at one time, arranged in alphabetical order. Also, at the same time, a corresponding alphabetical listing of persons requesting dues deduction shall be signed by the Association President, substantiating their correctness.

#### **Section 402: New Employees**

Provisions shall be made to afford the same opportunity to Association members beginning or returning to employment, or wishing to join after the first regular deduction as prescribed in "Sec. 401."

#### **Section 403: Tax Sheltered Annuities**

The District shall make tax sheltered annuity deductions as requested by the employee after a Salary Reduction Agreement for 403b programs is received by the business office. The District will submit contributions only to those providers that have completed the required Service Provider Agreement. New providers will be considered if five (5) or more employees request the addition and all required agreements are signed.

Payments of these deductions will be made by the 10<sup>th</sup> day of the month following the deductions.



## ARTICLE V

### ASSOCIATION DAYS

#### Section 500:

The District will grant up to three (3) paid days per year for conducting Association business, which may include attendance at the NEA/NY Delegate Assembly. The Association President will notify the Superintendent at least two (2) days in advance of the dates and the person(s) involved. Additional days may be taken for the NEA/NY Delegate Assembly or upon agreement of the Superintendent and the Association will reimburse the District for the cost of the substitutes for these additional days.

## ARTICLE VI

### INTERNAL COMMUNICATIONS

#### Section 600:

A bulletin board shall be available in the faculty rooms for Association announcements. The Association shall have the right to distribute materials relating to Association activities through the internal mail system.

## ARTICLE VII

### PROTECTION OF TEACHERS AND STUDENT DISCIPLINE

#### Section 700: Method

The District agrees to distribute written copies of policies concerning student discipline to all teachers. The Superintendent or Principal shall discuss discipline policy with all students in a general assembly at the beginning of each school year.

The Superintendent or Principal shall meet with a committee of teachers appointed by the President of the Association to review annually the discipline policy, and changes mutually agreed upon shall be recommended for policy.

## ARTICLE VIII

### TEACHING ASSIGNMENTS

#### **Section 800: Teacher Assignment:**

Each school year, the District shall assign, to the extent possible, each unit member to a position within his/her tenure area. A written statement of anticipated instructional dates, number of classes, number of preparations, and other duties will be provided by July 31<sup>st</sup>, whenever possible.

#### **Section 801: Transfers (not applicable to part-time employees)**

Teachers who desire a change of grade and/or subject assignment within their area of certification, shall file a written statement with the Superintendent, not later than March 1st, which must be renewed annually. If vacancies occur after this date, the teacher may request a transfer within a reasonable time after the vacancy is known. Such statement shall include the grade and/or subject to which the teacher desires to be assigned. Where such requests contain a multiple choice, the grades and/or subjects shall be listed in order of preference.

A. The right to determine a transfer from one tenure area to another or within a tenure area, is a Board of Education function or policy. The Board of Education will make the final determination as to qualifications.

B. Should any teacher desire a transfer to a different tenure area, upon appointment to the new tenure area, the seniority in the prior tenure area will not continue to grow.

C. Requests from members of the incumbent professional staff should be considered concurrently with hiring new teachers. Incumbent applicants for a position should be notified in writing as soon as a decision has been made.

#### **Section 802: Preparation Periods**

Each teacher shall have a single duty-free preparation period of at least 35 minutes during each day, except in emergency situations.

#### **Section 803: Posting**

All positions in the bargaining unit including extra-curricular shall be posted in the offices and faculty rooms of the District's buildings when vacancies occur. In addition, over the summer the District will mail notices of vacancies to the Association President.

Postings and mailings will occur at least ten (10) days prior to appointments to fill the vacancies, but not later than time of advertisement.

Any interested teachers may apply for such positions.

#### **Section 804: Distance Learning**

With the understanding that technology should enhance the quality and relevance of the educational program, while insuring effective use of our resources, the District and the Association will support the use of educational technology and the delivery of instruction. This could include Distance Learning.

A. The use of the Distance Learning Program shall not cause any bargaining unit member to be laid off, or reduced from full-time to part-time employment. Participation in the Distance Learning Program shall be unit work only as a Sending Teacher.

B. Teacher participation in the Distance Learning Program as a Sending Teacher shall be voluntary.

C. Distance Learning Program positions as a Sending Teacher shall be posted.

D. Unit Members participating in the Distance Learning Program shall be evaluated at the Genesee Valley sites and in the same manner as all other unit members in accordance with terms of this collective bargaining agreement.

E. The District(s) receiving the transmitted lesson shall assume full responsibility and liability for the supervision and discipline of students in the receiving schools except the Sending Teachers will be expected to report witnessed acts of misconduct to the Administration of the receiving school.

F. Tapes of lessons by Sending Teachers employed by the District shall be used only by the students presently enrolled in the class or as the teacher permits.

G. The teacher shall not be responsible for technical installation or maintenance of equipment utilized in the Distance Learning Project.

H. The grading of Distance Learning Project student participants shall be the domain of the instructor. However, the instructor shall not be responsible for translating grades into a receiving district's grading system.

I. Any sending class will have no more than twenty-two (22) students (all sites combined). If a course has been offered by The District in the past two (2) years, and staff member is qualified, and available to teach said course, then with eight (8) or more Genesee Valley students enrolled, Genesee Valley will be the host school.

J. A Sending Teacher who instructs a course outside of the District's regular school hours will be reimbursed at a professional hourly rate with each three (3) hours taught earning four (4) times the established hourly rate.

K. The District and the Association agree that after one (1) year of Distance Learning experience, the two (2) parties will reconvene to review and possibly rebargain this Distance Learning language.

## **ARTICLE IX**

### **PROCEDURE FOR EVALUATING PROBATIONARY OR TENURED TEACHERS**

#### **Section 900: Non Tenured Teachers**

The parties of this Agreement agree that evaluation of a non-tenured teacher is the responsibility of the Administration. Thus, each non-tenured teacher shall have his/her performance observed by a certified GVCS administrator, in writing, at least three (3) times each year.

#### **Section 901: Tenured Teacher**

The parties of the Agreement agree that evaluation of a tenured teacher is the responsibility of the Administration. Thus, each tenured teacher shall have his/her performance observed by a certified GVCS administrator, in writing, at least once per year.

#### **Section 902: Modified Evaluation Program**

In lieu of the procedure in Section 903, any teacher may choose to be evaluated using the jointly created Teacher Evaluation/Staff Development Plan. Teachers must make this election by September 15 of the school year.

#### **Section 903: Procedure**

A. A GVCS Administrator shall conduct three (3) observations of each probationary teacher every year. One (1) of these will be scheduled, and two (2) will be unscheduled.

B. A copy of GVCS Administrator's appraisal shall be given to the teacher ten (10) school days after such observation (Time may be extended by mutual consent.)

C. A formal, private conference will be held after each observation within six (6) school days of the receipt by the teacher of the written appraisal. The conference may be waived by mutual consent of the teacher and evaluator.

D. The teacher shall sign and date the formal appraisal document after it is jointly reviewed. Such signature only indicates that the teacher reviewed the document.

E. The teacher may, if he/she chooses, submit a written statement within four (4) school days of the formal conference, and have it attached to the appraisal document.

F. Each teacher shall be given a copy of his/her formal appraisal as well as having one copy placed in his/her personnel file.

G. No classroom observations shall be scheduled for days preceding or following a vacation, unless mutually agreed upon.

H. Classroom observation should be scheduled for a majority of a class period or lesson, so as to allow the observer to become intimately acquainted with the manner in which the instructional process is accomplished. Every effort will be made to conduct classroom observations at different times of the day for a minimum of twenty-five (25) minutes each.

I. All teachers will receive an annual evaluation on or before June 1 of each year.

J. Appraisal shall be written on a form as determined by the Administration and attached as an appendix to this Agreement.

## **ARTICLE X**

### **DISMISSAL OF NON-TENURED TEACHER**

#### **Section 1000:**

In cases of dismissal for disciplinary reasons, the teacher shall not be entitled to advance notice except as prescribed by law and shall at his/her option have recourse to a hearing before the Board.

#### **Section 1001:**

As individual deficiencies are found, the teacher will be informed. Such information, if conveyed formally, shall be reduced to writing. The above shall not be construed as confirming or denying the procedures and rights contained below.

#### **Section 1002:**

If it is proposed to dismiss a teacher for a non-disciplinary reason, he/she shall be given notice of the Superintendent's recommendation at least sixty (60) days before the end of his/her probationary period. At this time, the teacher may request that the reasons for his/her termination be given in writing. At this time, the teacher and his/her representative can meet with the Board of Education to give his/her response to the reasons that were given.

## **ARTICLE XI**

### **PERSONNEL FILE**

#### **Section 1100:**

Teachers will have the right, upon request, to review the contents of their personal file, and the right to add material by way of explanation or response to any statement found therein. Pre-hire information as well as any information that the teacher has acknowledged as being confidential information at its source, should not be shown to the teacher and should be withdrawn from the file at the time of inspection. However, all other information will be available for inspection and the teacher will be given a copy of each document if he/she so requests.

#### **Section 1101:**

No critical material shall be placed in the teacher's personal file unless the teacher has first received notice and signed said material. Should such teacher refuse to sign materials to be placed in his/her file, or be unavailable, the Superintendent may note on the documents to be filed that said teacher either refused or was unavailable. If the teacher is unavailable, a copy of the material will be sent to the teacher's home address for signature. The teacher can sign the document when school reconvenes.

#### **Section 1102:**

The individual teacher when examining his/her file may be accompanied by counsel of his/her choice.

#### **Section 1103:**

It is understood by both parties to this agreement that there is one (1) personnel file which is kept in the Main Office.

**Section 1104:** E-Mail correspondence will not be used to transmit evaluative or personnel file material.

## **ARTICLE XII**

### **WORK DAY**

#### **Section 1200: Work Day**

It is understood by all parties involved that the professional responsibilities of a teacher often require that job related duties are performed at times other than the regular

school day. Responsibilities such as parent conferences, emergency staff meetings, Shared Decision Making Team meetings, State or BOCES coordinated grading of State tests, and faculty meetings may extend beyond the normal school day. The administration pledges to keep these requirements to a minimum and the Teachers Association pledges to support these professional activities.

Unit member's work day (time required to be in the building) will be limited to a continuous seven hours and thirty minutes (7 hours, 30 minutes) to be scheduled between 7:30 AM and 4:30 PM, except when professional duties (i.e., faculty meetings, parent conferences, etc.) require otherwise. Such meetings will not extend for more than one (1) hour immediately before or immediately after the individual's work day. When its mutually agreed upon between the individual teacher and the Superintendent, the building time schedule may be altered to allow for early or late arrival or departure, depending on District needs. Failure to agree to alter a unit member's schedule will not be a consideration or component of any job or performance evaluation.

Included in the work day shall be a duty-free one-half (1/2) hour lunch period. On Fridays or on the day preceding the beginning of a holiday or vacation, teachers will be released when the school buses depart for the day.

Part-time teaching employees' work day and attendance at meetings shall be determined and agreed upon by the Superintendent of Schools and the employee.

## **ARTICLE XIII**

### **BENEFITS**

#### **Section 1300: Payroll Savings**

The district shall participate in direct deposit plans with Fleet Bank, Steuben Trust Company, Allegany County School's Federal Credit Union, Key Bank and Community Bank.

#### **Section 1301: Health Insurance**

A. The District agrees to pay one-hundred percent (100%) of the annual cost (pro-rata for part-time), on a monthly pro-rated basis for single or family coverage for all unit members hired prior to and including September 1, 1996, through a self-funded health care plan ( hereinafter called the "Plan"). Employees may enroll under either the Family Plan coverage or the Individual Plan coverage. The "plan" that shall be provided shall be the basic "plan" of the Allegany County School Districts Medical Plan.

Unit members hired by the District between September 1, 1996 and June 30, 1999 will have ninety percent (90%) of their premium paid by the District (Individual or Family Plan) and ten percent (10%) from member contribution deducted monthly from paychecks. At the beginning of unit member's sixth (6th) year of employment with the District one hundred percent (100%) of the premium cost will be borne by the District.

Members hired after 6/30/99 will contribute ten percent of their health insurance premiums. The employee's share of premiums may be paid through flex plan contributions.

B. If the self-funded plan ceases to exist or the district terminates its participation, the District will provide coverage equal or to or better than the "plan" coverage in existence at the time that the termination occurs.

C. Any complaints under the "Plan" with respect to its interpretation or application, must be processed through the "Appealing a Claim Procedure" set forth in the "Plan" document. If the matter is not settled to the employee's satisfaction and the "Plan" document does not provide for Arbitration of such dispute then within thirty (30) days of the written Answer from the governing Committee of the "Plan," the Association may submit the issue directly to binding arbitration. The Association and the District agree that such binding arbitration should only be before an arbitrator under the Rules of the American Arbitration Association who has expertise in medical health insurance coverage benefits and policies, and is familiar with the rights of covered individuals and the responsibilities of the insurance provider. The "Plan" Administrator will furnish the Association with all pertinent data related to the dispute, subject to the provision of (G) below.

D. All data obtained by the "Plan" Administrator with respect to Insurance Claims shall be considered confidential and shall be disbursed to persons involved or connected with the "Plan" strictly on a need-to-know basis, and such information shall be utilized for no other purpose than is necessary for the administration of the "Plan" and the payment of claims. Any health data obtained by the "Plan" may not be used to discipline or dismiss an employee.

E. Employees that have previously declined coverage may later reconsider and enroll in any insurance plan offered by the district. Such enrollment will be limited to the "open enrollment period" as established by the individual plan. Whenever possible, coverage shall commence on the first day of the month following the receipt of the completed enrollment form.

F. An employee whose spouse worked for the same District or another School District participating in the "Plan," may enroll in the "Plan" with no lapse in coverage if their spouse's coverage ceases for any reason. In no event shall there be double coverage in the "Plan."

G. Any employee who has coverage through another policy either his/her own or his/her spouse will not be eligible for coverage as provided above. If the employee does not have an option regarding his/her spouse's coverage, he/she may petition the Board of Education for coverage as per this agreement. The decision of the Board of Education is final regarding such petition and without prejudice or precedent.

H. An employee who chooses not to be covered by the District Health Insurance Plan, shall receive One Thousand One Hundred Dollars (\$1,100.00) in 1999-2000, One Thousand One Hundred Dollars (\$1,100.00) in 2000-2001, and One Thousand Four Hundred Dollars (\$1,400.00) in 2001-2002, if they adhere to the following procedures and guidelines:



1. Unit employees must file a written request with the Superintendent of Schools prior to July 1 of the fiscal year, stating that they wish to forego health insurance coverage.
2. Re-entry into the plan is guaranteed if alternative insurance becomes unavailable. Unavailable means the employee would have to assume the full cost of the alternative policy. Contribution or increased contribution or change of benefits does not constitute unavailability.
3. The unit member shall receive one half of the payment in the first regular pay period in January and the remaining half in the last regular pay period in June.
4. New hires or new enrollees shall receive a pro-rata amount, provided however, that they forego health insurance coverage for the rest of the fiscal year.
5. Once an employee files a written request to forego health insurance coverage, additional renewal applications are not necessary. The District will continue to pay the appropriate amount to the employee, and the employee shall continue to forego such coverage each and every year until an employee files an application to request such health insurance; provided, however, the application to request health insurance coverage is filed prior to July 1 of the fiscal year, so that the health insurance can become effective on July 1 of that fiscal year.

I. Employees that choose either HMO shall pay any premium amounts greater than the premium paid by the district for the self-funded plan.

#### **Section 1302: Flex Plan**

The District shall pay the Association in twelve (12) monthly installments - forty-one dollars and sixty-seven cents (\$41.67) for an annual total of Five-hundred Dollars (\$500.00) for the first two years of the Agreement and five hundred fifty dollars (\$550.00) for the third year. Payment will be for eligible members of the bargaining unit (Pro-rated basis for part-time or less than full year employment) for the Dental Optical Program. The administrative fees will be paid by the District. Up to \$5,000 of unused monies in a plan year will be deposited with a scholarship account set up by the district's business office and to be administered by the Teacher's Association Scholarship Committee. The association would be consulted before a change in the Plan Administrator.

#### **Section 1303: Terminal Pay Plan**

Unit members shall be eligible for a terminal pay plan which is to be calculated at the rate of fifty-five dollars (\$55) per day for 1999-2000, sixty dollars (\$60) dollars per day for 2000-2001, and sixty-five dollars (\$65) per day for 2001-2002 times the unit member's unused accumulated sick leave up to 200 days provided the teacher adheres to the following guidelines and procedures:

- A. The teacher notifies the Superintendent of Schools or his designee in writing

by March 1 of the year prior to the year he intends to retire and requests the benefits of this contractual provision.

B. The teacher must be eligible under the guidelines of the New York State Teachers' Retirement System and have served ten (10) complete years with the Genesee Valley Central School District. Complete years shall be defined as being on the payroll for at least 120 days of the school year.

C. The teacher must actually retire on the date specified in the letter of application.

D. The teacher has the option of applying for the following plans:

1) The teacher may receive his/her terminal pay payment in one lump sum on the first payroll in July of fiscal year following year of retirement, or he may receive it on two payments: one-half on the first payroll in July of the year of retirement and the other half on the first payroll in January of the following year.

2) Retirees are eligible to participate in any health insurance plan offered by the district. Such participation costs will be borne by retiree, either by direct payment or escrow account.

E. If an eligible teacher misses the deadline in paragraph A above, and retired, he/she will exercise the same choices as in Section D above, but the reimbursement will occur one calendar year later.

#### **Section 1304: Physical Examinations**

The District shall reimburse the teachers for the cost of required physical examinations if such required examinations will not be performed without charge by the school physician. In the event that an individual prefers another doctor, the individual shall bear the full expense of any required examination.

### **ARTICLE XIV**

#### **SICK LEAVE**

#### **Section 1400:**

Faculty members of the Genesee Valley Central School are entitled to twelve (12) days of sick leave per year for personal illness. These days shall accumulate at the rate of 1.2 per month, per individual. If sick leave is used in excess of accumulated leave, the teacher will lose one (1) day of salary for each day absent. Unused sick leave may accumulate to a total of two hundred (200) days. A doctor's excuse may be required for absences of three (3) consecutive days or more. Five (5) of the twelve (12) days per year may be used for the illness of a member of the immediate family and/or an illness of member of the household of the teacher. Days may be accumulated past two hundred

(200) days to allow a unit member to protect from chronic or catastrophic illness or injury.

#### **Section 1401: Sick Leave Bank**

A. Teachers wishing to join the bank must donate at least one (1) day by October 15 in the 1<sup>st</sup> year of membership. Once a teacher has contributed to the bank, he/she will continue as a member of the bank regardless of his/her contributions in future years. Members may donate a maximum of four (4) days each year by October 15. The total number of days to the bank will not exceed two hundred (200) days except to allow teachers to become new members of the sick bank. However, the total number of days which can be utilized in any given year shall not exceed two hundred (200). Any contribution by an individual shall be deducted from their accumulated leave. If the number of accumulated days in the bank falls below fifty (50), one (1) additional day must be donated by existing bank members within a thirty (30) day window period.

B. A committee shall be established to review and approve requests for use of the bank. This committee shall consist of the Superintendent or his/her designee, the President of the Association or his/her designee and one other member of the Association to be appointed by the president. Requests may be submitted to any member of this committee for approval.

C. No individual will be entitled to apply to the Sick Leave Bank unless:

1. All current and accumulated sick leave days have been exhausted and the individual has lost two (2) weeks pay. The second week may be waived at the discretion of the committee. The first week may be waived by unanimous vote of the committee.
2. Acceptable medical evidence is provided at appropriate intervals.
3. Additional guidelines shall be developed by the Sick Leave Bank Committee, reduced to writing, and given to all members of the bargaining unit prior to implementation.

D. Each teacher who is granted days from the Bank shall pay back the days at a rate agreed upon by the teacher and the committee. In no case shall the teacher be required to pay back more than one-half (1/2) of his/her current leave in any one year unless he/she so desires.

#### **Section 1402: Personal Days**

Faculty members will receive an additional three (3) days to be used for business that cannot be conducted other than during school time. Request for personal leave days must be made to the Superintendent twenty-four (24) hours in advance. In the event of an emergency situation, this time limit can be waived. Personal days cannot be used immediately prior to or following vacation and holidays except at the discretion of the Superintendent. Unused personal days will be added to the cumulative sick leave of the employee at the end of the school year. No reason need be stated for taking personal leave days, but the foregoing standards shall be observed.

#### **Section 1403: Bereavement Days**

Faculty members will be eligible for three (3) additional days in the event of the death of members of their immediate household, parents, children, grandchildren, grandparents, brothers and sisters of either spouse. The Superintendent's may at his/her discretion, allow sick days may be used for funerals of other relatives.

A. The Board of Education is not limited by this policy and can, where it feels it is in the best interest of the school district, grant leave in excess of the above statement. Where the Board deems it appropriate, it may condition such excess leave on the teacher's reimbursement of substitute teacher fees.

#### **Section 1404: Workmen's Compensation**

If a teacher in this unit is eligible for workmen's compensation wage benefits, the teacher shall have the option of drawing either sick leave, if eligible and there is sick leave credited, or workmen's compensation wage benefits.

A. If the teacher elects to draw sick leave, then the workmen's compensation wage benefits will be refunded to the district.

B. If the teacher elects to draw workmen's compensation wage benefits, then the sick leave will not be charged against said teacher.

#### **Section 1405: Notification**

By September of each year, the District shall provide each teacher with an accounting of credited sick and personal leave days, including the current year's addition.

### **ARTICLE XV**

#### **CHILD CARE LEAVE**

#### **Section 1500:**

A leave of absence may not be refused for child care. A teacher must notify the Board three (3) months prior to the date (the) leave shall commence. In cases of adoption, this three (3) month requirement may be waived at the discretion of the Superintendent. This commencement date shall be left to the discretion of the teacher. The length of the leave period shall be determined by the teacher within a maximum of one (1) year. Such leave may be extended an additional year by agreement between the teacher and the Board. If requested, a doctor's report on the teacher's fitness shall be supplied at the end of the first and second month of the notification period.

Teachers on leave must notify the District by February 1st of their intention to return to the District. If the District does not receive notification by the above date, the

employee will lose the District contribution to the flex plan for the next twelve (12) months upon their return.

If the leave is other than the September 1st to June 30th school year, notification dates will be agreed upon by the Association and the District prior to Board of Education approval.

## **ARTICLE XVI**

### **LEAVES OF ABSENCE**

#### **Section 1600:**

Leaves of Absence without pay may be granted to teachers upon request for study and travel.

Teachers on leave must notify the District by February 1st of their intention to return to the District. If the District does not receive notification by the above date, the employee will lose the District contribution the flex plan for the next twelve (12) months upon their return.

If the leave is other than the September 1st to June 30th school year, notification dates will be agreed upon by the Association and District prior to Board of Education approval.

#### **Section 1601: Study Leave**

Study leaves shall be limited to study in an accredited school of higher learning, a research organization involved in educational research, or an industry involved in work related to vocational education.

#### **Section 1602: Travel Leave**

Travel leaves shall be limited to travel with an accredited institution for which graduate credit is awarded.

## **ARTICLE XVII**

### **SABBATICAL LEAVE**

The Board of Education of Genesee Valley Central School recognizes the benefits that can be derived from a Sabbatical Leave to both a teacher and the school. As a result, the Board of Education of Genesee Valley Central School makes the following provisions for sabbatical leaves:

A. Sabbatical leaves of one or two semesters may be granted to permanently certified teachers who have been continuously employed as full-time teachers in the

district for at least seven (7) years for travel, study or other purposes of value to the Genesee Valley Central School system.

B. The board may grant one (1) such leave each year, provided that a qualified application is received. In case of multiple qualified applications, seniority in selection shall prevail.

C. Applications and tentative applications for such a leave must be submitted by February 1 and finalized by May 10 of the school year preceding the school year for which the leave is desired. The application is to outline details of the leave and the value to be recognized by the Genesee Valley School System.

D. During this sabbatical leave, the teacher granted leave for one full academic year will be paid at one-half (1/2) the salary he/she would have received during the period of such leave.

E. The sabbatical leave for one-half (1/2) the academic year shall be at the full salary the teacher would have received during the period of such leave.

F. If the teacher does not return to the Genesee Valley Central School system for a period of at least twice the length of the leave, he/she shall fully reimburse the system, upon resignation, for all salary and fringe benefits received during the leave.

G. When a teacher returns from sabbatical leave, he/she shall be placed in the same classroom position which he/she left at the time the leave commenced and the same salary step he/she would have been assigned at the beginning of the leave had he/she not accepted the leave.

H. A teacher on sabbatical leave shall be considered a continuous employee of the District in terms of the employee benefits.

## **ARTICLE XVIII**

### **JURY DUTY**

#### **Section 1800:**

A temporary leave of absence with full pay shall be granted for jury duty or attendance as a witness when subpoenaed in regard to school related duties.

## **ARTICLE XIX**

### **CAR MILEAGE**

#### **Section 1900: Use of Private Car**

Any teacher using their private car for approved school business, is to be paid the IRS rate per mile adopted at the re-organizational meeting of the Board of Education when authorized in advance by the Superintendent.

When teaching assignments dictate, intra-day travel between buildings will be reimbursed according to the previous sentence. Claims for reimbursement must be submitted on a monthly basis.

## **ARTICLE XX**

### **SALARY SCHEDULE COMPENSATION**

#### **Section 2000: Advancement**

A. If a teacher works ninety (90) days or less in a year, then the teacher does not advance a step on the salary schedule.

B. If a teacher works ninety-one (91) days or more in a year, the teacher advances a step on the salary schedule.

C. The interim between the expiration of sick leave and using Sick Leave Bank days shall be considered for purposes of this Article as working.

#### **Section 2001: Teachers with Degree**

A. The adjusted base salary shall be increased as follows where applicable:

1. Master's Degree:

Year One - Six hundred fifty four dollars (\$654)

Year Two - Six hundred eighty six dollars (\$686)

Year Three - Between seven hundred six (\$706) and  
Seven hundred twenty (\$720) depending on the groups  
performance.

2. Staff will be placed on the attached schedule according to credited years of experience with the District. (See Appendix "A")

B. Teachers shall be reimbursed at the rate of Forty-nine (\$49.00) year one, fifty one dollars (\$51) year two, and between fifty two dollars (\$52) and fifty four dollars (\$54) year three, per hour up to seventy five (75) hours. Approval will be based on value of the course work to the school district and the teacher's present position. The maximum of fifteen (15) voluntary in-service credit hours may be accumulated for salary credit. Any in-service credit required or requested by the District will be recognized beyond the fifteen (15) voluntary limit for salary credit. One credit of in-service will be given for every fifteen (15) hours met. Prior approval of the Board of Education must be obtained to receive credit. All previous in-service hours earned will be "grandfathered in." (Prior to June 1987). In cases where the District pays a stipend for attending in-service work, no in-service credit will be granted.

#### **Section 2002: Teacher Assistant**

A. Teacher assistants shall be paid fifty percent (50%) of what a teacher with comparable credited years of service is receiving.

B. Teacher assistants will be employed at the discretion of the Board to assist the professional teachers in the performance of their responsibilities.

**Section 2003: Method of Payment**

A teacher may choose 21 or 26 pay periods. The first teacher's paycheck will be no later than the second Thursday after school opens. Final payroll checks shall not be paid until the last day of responsibilities or when the required work has been completed, whichever is later.

A. It is also understood that the Association for itself and its membership, releases the District and the Board of Education, their respective officers, agents and administrative employees, from liability for any alteration of the above, due to circumstances resulting from school opening or closing beyond the control of the District, or any changes resulting from an audit of the District, and does further agree to hold the said District, Board and their respective officer, agents and administrative employees, harmless from any liability to others therefor.

B. Salary notices will be sent out by August 15 of each year, whenever possible.

**Section 2004: Basis for Calculation of Service Credit When Teacher Fails To Complete A Full Year**

Certified teachers may be hired above the base salary. Their future salary will be determined by the salary at which they were employed.

New hires may be credited by the district for their experience. Once such credit has been established, those teachers will be placed on the level which corresponds with that credited service, and paid accordingly.

**Section 2005: Payment Beyond Normal Duties**

- A) Teachers employed more than ten months shall receive  $1/200^{\text{th}}$  of their salary for each additional day and  $1/400^{\text{th}}$  for each additional half-day employed.
- B) Employees that attend summer programs and workshops (Curriculum Camp, Mentor workshops, etc.) shall receive a stipend of fifty dollars per day.
- C) Curriculum work, remediation, tutoring and other related classroom work shall be paid at the rate of twenty dollars (\$20.00) per hour. Such work must be pre-approved by the district and performed outside of regular school hours.



**Section 2006: Salary Schedule**

See Appendix "A"

**Section 2007: Coaching/Extra-Curricular Schedule**

See Appendix "B"

**ARTICLE XXI**

**CHAPERONING**

**Section 2100: Chaperoning Senior Trip**

Senior Class Advisors chaperoning on the Senior Trip shall be paid at the rate of One Hundred Dollars (\$100.00) per day for each day that school is not normally in session i.e., the yearly school calendar.

**Section 2101: Chaperoning Athletic Events**

A sign-up sheet for all teachers shall be provided for the chaperoning of athletic activities. If not enough teachers sign, the Superintendent can appoint teachers on a rotating basis for those teachers not signing up. Each teacher shall be recompensed at the rate of Thirty-two Dollars (\$32.00) for 1999-2000, and Forty-Five Dollars (\$45.00) for 2000-2001, 2001-2002 school years for each double home game. Thirty-two Dollars (\$32.00) for each away trip and Twenty-five Dollars (\$25.00) for each single home game shall be recompensed. Payment to be made as a separate payment.

**Section 2102: Junior/Senior Stand**

A senior stand coordinator shall be appointed. The salary shall be as per the salary schedule with an additional \$300.00 payment from the Senior Class. Two Senior Stand advisors shall be appointed to supervise the operation of the Senior Stand during the Allegany County Fair Week. Their salary shall be paid according to the salary schedule.

**ARTICLE XXII**

**RETIREMENT INCENTIVE**

**Section 2300: Options**

A. Any unit member who retires from the District, and meets the stipulated eligibility requirements, is eligible for either cash incentive option or a medical insurance incentive option.

B. In order to be eligible for this benefit, a bargaining unit member must:

1. Have worked in the District at least ten (10) years, and
2. Retire the year he/she becomes eligible under the rules and regulations of the NYSTRS.

C. The member will have the option to be paid on the first payday following his/her retirement, provided that the member inform the superintendent in writing of his/her intention to retire, no later than March 1 of the final year of service, or the teacher may select one of the options under Article XIII, Section 1303 paragraph D.

- D. 1. A. Any teacher who retires and who meets the eligibility requirements specified in this article, shall be paid a lump sum payment equal to fifty (50%) percent of the final year's salary, for the year in which the teacher is retiring.
- D. 1. B. A unit member who retires on or before the third year in which he/she becomes eligible under the rules and regulations of the NYSTRS shall be paid a lump sum payment of thirty-three and one-third percent (33-1/3%) of the final year's salary for the year in which the unit member is retiring. All of the above qualifying language in A, B, and C apply to this incentive, or
- D. 2. Faculty retiring with ten (10) years of service to Genesee Valley Central School and in their first year of eligibility under the NYSTRS Will be granted, paid in full, single coverage health insurance benefits as purchased by the District under this contract until their 65<sup>th</sup> birthday. Members with less than ten (10 ) years of service, but who are eligible to retire under NYSTRS will not be eligible for this section until the completion of ten (10 ) years of service, or
- D. 3. Members retiring one (1) year, or two (2) years after they become eligible for paragraph 2 will be granted a half paid single coverage health insurance benefit as purchased by the District, under this contract until their 65th birthday.
- D. 4. Members may choose additional coverage provided they pay the difference. This refers to the basic plan, no riders.

### ARTICLE XXIII

#### GRIEVANCE PROCEDURE

##### Section 2400: Purpose

The purpose of the following grievance procedure shall be to settle equitably at the lowest possible administrative level, issues which may arise from time to time with respect to the salaries and working conditions of teachers provided for in this Agreement. The District and the Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

## **Section 2401: Definition**

A "grievance" is hereby defined to mean a complaint by a member, or members, based upon an alleged violation of, or a variation from, the provision of this Agreement (or the interpretation, meaning, or application thereof.)

## **Section 2402: Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

### **Level One**

A member with a grievance shall first discuss it with his/her immediate supervisor and/or principal, either directly or with the Association's School Representative, with the objective of resolving the matter informally.

### **Level Two**

A. In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairperson of the Association's Grievance Committee within five (5) school days after the decision at Level One, or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson may refer it in writing to the Superintendent.

B. Within ten (10) school days after the receipt of the written grievance by the Superintendent, the Superintendent or his designee shall meet with the aggrieved person in an effort to resolve it.

C. If a member does not file a grievance in writing with the Chairperson of The Grievance Committee, and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall have been waived.

### **Level Three**

In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent or his designee, he/she may file the grievance in writing with the Chairperson of the Grievance Committee

within ten (10) school days after a decision by the Superintendent or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the Grievance Committee shall refer it to the Board. Within fifteen (15) school days, the Board shall meet in executive session with the aggrieved person for the purpose of resolving the grievance.

#### **Level Four**

A. In the event that the aggrieved person and /or Association are not satisfied with the disposition of the grievance at Level Three, or in the event that no decision has been rendered within ten (10) school days by the Board, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by giving written notice to the Board within fifteen (15) school days of the decision at Level Three.

B. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon the mutually acceptable arbitrator from PERB and will obtain a commitment from said arbitrator to serve. If the parties are unable to obtain such a commitment within ten (10) school days a mutual request for a list of arbitrators will be made to the American Arbitration Association by both parties. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

C. The selected arbitrator will hear the matter promptly and will issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions of the issues.

D. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this agreement and he/she shall be without power to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this agreement; or of applicable law, or rules or regulations having the force and effect of law.
2. Involving Board discretion or Board policy under the provision of this agreement, under Board by-laws or under applicable law, except that he/she may decide in a particular case based on a provision of this agreement involving Board discretion or Board policy, whether or not the Board applied such discretion or policy discriminatorily, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances.
3. Limiting or interfering in any way with the powers duties and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of the law.
4. Limiting or interfering in any way with the powers, duties and responsibilities of the Chief Executive Officer under the by-laws of the Board of Education, applicable law, and rules and regulations having the force and effect of the law.

E. The decision of the arbitrator shall be rendered to the Board and to the Association and shall be binding, and no judgment may be entered thereon.

F. The costs for the services of the arbitrator, including per diem expenses and, if any, the necessary travel and subsistence expenses, will be borne equally by the Board of Education and the Association.

G. No reprisals of any kind shall be taken by any party to this Agreement against any party in interest, any witness, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.

H. Any party in interest may be represented at all stages of this grievance procedure by a person of his/her own choosing. When a teacher is not represented by the Association, the Association shall have the right to be represented and to state its views at the procedure, unless upon written request of the aggrieved employee, the Association is to be excluded.

#### **Section 2403: Miscellaneous**

A. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

B. Decisions rendered to levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be promptly transmitted to all parties in interest and to the Chairman of the Grievance Committee. Decisions rendered at Level Four shall be in accordance with the procedures herein before set out therefore.

C. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

D. The procedure set forth above shall be the sole and exclusive remedy available to an aggrieved person hereunder.

E. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step or waiver of the grievance.

F. Any decision, course or conduct, or other action which becomes the subject of a grievance, shall not be stayed pending the processing of the grievance except with the written consent of the Administrator or the Board, which consent shall not be unreasonably withheld. A decision at any level of the procedure in favor of the aggrieved person, however, may provide appropriate restitution or other remedy for the period during which the grievance was suffered.

**ARTICLE XXIV**  
**IMPLEMENTATION AND AMENDMENT**

**Section 2500: Amendment**

This Agreement may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

**ARTICLE XXV**  
**SEVERABILITY**

It is agreed by and between the parties that if any clause, sentence, paragraph, section or part of this agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof (unless such clause, sentence, paragraph, section or part shall go to the essence of this agreement), but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

**ARTICLE XXVI**  
**LEGISLATIVE APPROPRIATION**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XXVII**  
**CONCLUSION AND COLLECTIVE**

**Section 2800: Memorandum of Understanding**

This agreement shall be considered a Memorandum of Understanding, executed by both Chief Negotiators for the District and for the Association. Such Memorandum of Understanding shall then be submitted to the Association for its members' approval, and to the Board of Education of the Genesee Valley Central School District for its approval. When both the Educators' Association and the Board of Education of Genesee Valley Central School District have approved said Memorandum of Understanding, it shall then, and only then, be considered a contractual obligation of both parties.

**Section 2801: Zipper Clause**

It is agreed that all terms and conditions of employment stated in this Agreement have been negotiated and those terms may not be reopened without the mutual consent, in writing, of both parties.

***THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE 1ST DAY OF  
JULY 1999 AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL  
THE 30TH DAY OF JUNE 2002.***

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Date



YEARS CREDITED	1999-2000 BASE 4.70%	2000-2001 BASE 4.90%
BASE	\$27,484	\$28,158
1	\$27,904	\$28,831
2	\$28,457	\$29,271
3	\$28,715	\$29,851
4	\$29,937	\$30,122
5	\$30,957	\$31,404
6	\$32,109	\$32,474
7	\$33,254	\$33,683
8	\$33,715	\$34,883
9	\$34,061	\$35,368
10	\$34,349	\$35,730
11	\$36,125	\$36,032
12	\$38,062	\$37,895
13	\$38,387	\$39,927
14	\$39,143	\$40,268
15	\$39,724	\$41,061
16	\$40,830	\$41,671
17	\$41,938	\$42,831
18	\$42,546	\$43,993
19	\$44,152	\$44,631
20	\$44,828	\$46,315
21	\$46,366	\$47,025
22	\$46,807	\$48,638
23	\$48,572	\$49,101
24	\$49,185	\$50,952
25	\$51,108	\$51,595
26	\$51,729	\$53,613
27	\$52,373	\$54,264
28	\$52,631	\$54,939
29	\$52,935	\$55,209
30	\$53,239	\$55,529
31	\$53,543	\$55,848
32	\$53,847	\$56,167
Graduate Hr.	\$49	\$51
Masters	\$654	\$686

2001-2002 BASE MINIMUM* 2.9%	2001-2002 BASE MAXIMUM** 5.0%
\$28,804	\$29,272
\$28,975	\$29,566
\$29,667	\$30,273
\$30,120	\$30,734
\$30,717	\$31,344
\$30,996	\$31,628
\$32,314	\$32,974
\$33,415	\$34,097
\$34,660	\$35,367
\$35,895	\$36,627
\$36,393	\$37,136
\$36,766	\$37,516
\$37,077	\$37,834
\$38,994	\$39,789
\$41,084	\$41,923
\$41,436	\$42,282
\$42,252	\$43,114
\$42,879	\$43,754
\$44,073	\$44,972
\$45,268	\$46,192
\$45,925	\$46,862
\$47,659	\$48,631
\$48,389	\$49,376
\$50,049	\$51,070
\$50,525	\$51,556
\$52,430	\$53,500
\$53,091	\$54,175
\$55,167	\$56,293
\$55,837	\$56,977
\$56,533	\$57,686
\$56,811	\$57,970
\$57,139	\$58,306
\$57,467	\$58,640
\$52	\$54
\$706	\$720

\* = Without Performance Based

\*\* = With Performance Based

In the event that negotiations for a new collective bargaining agreement have not been concluded by September 1, 2002, teachers will be compensated at the same base pay that they received in the 2001-02 school year for the 2002-03 school year until a new collective bargaining agreement becomes effective. This is to say the "Triborough" decision has no applicability to the above schedule.

## APPENDIX "B"

A. A coach shall receive an additional Forty-five Dollars (\$45.00) for each year of continuous service in the same sport from the most recent date of hire. Leaves granted by the Administration and Board will not affect continuous service except that the coach will not receive credit toward years of service for the time he/she is on leave.

B. Coaching Bonus - A bonus of Twenty-five Dollars (\$25.00) per day for each practice and game day will be paid to those coaches involved in sectional and state level competition. This pay begins the first day of practice after the date set by Section V as the last possible day to play a regular season game. This payment will not exceed Four Hundred Dollars (\$400.00).

The bonus would also be available for cheerleading coaches while the boys' basketball team is still involved in sectional or state competition. This bonus would not apply to practices for a cheerleading competition or the competition itself.

Coaches and Extra-Curricular Advisors may elect to receive their salary in one separate payment at the end of the season, or two separate payments (mid-season and end).

The first payment would be in the last pay period prior to Christmas and would contain payment proportional to the amount of extra curricula activity completed at that point in the school year. The second payment would come in June and would contain the second payment for the rest of the extra-curricular year that was not included in the December payment.

C. Active Club Advisor - To be determined by the Superintendent of Schools.

D. All extra and co-curricular personnel will be appointed yearly by the Board of Education, upon recommendation the Superintendent of Schools.

# EXTRA CURRICULAR - SALARY SCHEDULE

POSITION	1999-2000	2000-2001	2001-2002
Athletic Director	\$3,500	\$3,628	\$3,762
<b>VARSITY COACHES:</b>			
Boy's Basketball	\$2,930	\$3,038	\$3,149
Boy's Baseball	\$2,014	\$2,088	\$2,165
Boy's Soccer	\$2,014	\$2,088	\$2,165
Boy's Volleyball	\$2,014	\$2,088	\$2,165
Cross Country	\$2,014	\$2,088	\$2,165
Girl's Basketball	\$2,930	\$3,038	\$3,149
Girl's Softball	\$2,014	\$2,088	\$2,165
Girl's Soccer	\$2,014	\$2,088	\$2,165
Girl's Volleyball	\$2,014	\$2,088	\$2,165
Golf	\$2,014	\$2,088	\$2,165
Track & Field	\$2,014	\$2,088	\$2,165
Wrestling	\$2,930	\$3,038	\$3,149
Tennis	\$2,014	\$2,088	\$2,165
Cheerleading	\$1,184	\$1,227	\$1,273
<b>JV COACHES:</b>			
Boy's Basketball	\$1,903	\$1,973	\$2,045
Boy's Baseball	\$1,310	\$1,358	\$1,408
Boy's Soccer	\$1,310	\$1,358	\$1,408
Girl's Basketball	\$1,903	\$1,973	\$2,045
Girl's Softball	\$1,310	\$1,358	\$1,408
Girl's Soccer	\$1,310	\$1,358	\$1,408
Girl's Volleyball	\$1,310	\$1,358	\$1,408
<b>JR HIGH/MODIFIED:</b>			
Boy's Basketball	\$1,519	\$1,575	\$1,633
Boy's Baseball	\$1,108	\$1,149	\$1,191
Boy's Soccer	\$1,108	\$1,149	\$1,191
Cross Country	\$1,108	\$1,149	\$1,191
Girl's Basketball	\$1,519	\$1,575	\$1,633
Girl's Softball	\$1,108	\$1,149	\$1,191
Girl's Soccer	\$1,108	\$1,149	\$1,191
Girl's Volleyball	\$1,108	\$1,149	\$1,191
Golf	\$1,108	\$1,149	\$1,191
Track & Field	\$1,108	\$1,149	\$1,191
Wrestling	\$1,519	\$1,575	\$1,633

POSITION	1999-2000	2000-2001	2001-2002
<b>NON-ATHLETIC:</b>			
Yearbook - 2 advisors	\$1,499	\$1,554	\$1,611
Student Council Advisor	\$755	\$783	\$812
Active Club Advisor	\$223	\$231	\$240
Choir/Band	\$500	\$518	\$537
Drama	\$1,000	\$1,037	\$1,075
Set Advisor (for Drama)	\$300	\$311	\$322
Pit Band Director (Drama)	\$500	\$518	\$537
Department Coordinator	\$300	\$311	\$322
Public Speaking (pay if after hrs)	\$194	\$201	\$209
SADD Club	\$207	\$215	\$223
Senior Stand Coordinator	\$726	\$753	\$781
Senior Stand Advisor	\$622	\$645	\$669
Art Club	\$207	\$215	\$223
Middle School Fund Raiser Coord.	\$207	\$215	\$223
Middle School Advisory Council	\$300	\$311	\$322
National Honor Society - 2 advisors	\$247	\$256	\$265
All County	\$272	\$282	\$292
All State	\$160	\$166	\$172
Marching Band	\$1,674	\$1,735	\$1,799
Color Guard	\$726	\$753	\$781
MS Marching Band	\$558	\$578	\$600
Spanish Club (with trip)	\$726	\$753	\$780
Spanish Club (without trip)	\$300	\$311	\$322
French Club (with trip)	\$726	\$753	\$780
French Club (without trip)	\$300	\$311	\$322
Ski Club	\$315	\$327	\$339
Shrine Circus - 1 chaperone	\$116	\$120	\$125
Jazz Ensemble	\$406	\$421	\$436
Awards Assembly Coordinator	\$447	\$463	\$480
Odyssey of the Mind	\$755	\$783	\$812
Fair Education Booth Advisor	\$279	\$289	\$108
Athletic Association	\$300	\$311	\$322
9th Grade	\$419	\$434	\$450
10th Grade	\$419	\$434	\$450
11th Grade - 2 advisors	\$535	\$555	\$575
12th Grade - 2 advisors	\$676	\$701	\$727
Any New Club Advisor	\$200	\$207	\$215
Chaperoning - single game	\$25	\$25	\$25
Chaperoning - double game	\$32	\$45	\$45

**MEMORANDUM OF UNDERSTANDING**  
**PERFORMANCE BASED SALARY INCREASE**  
**STUDY COMMITTEE**

**Membership:**

The Association and District would be represented by a committee that would be selected by the Association President and School Superintendent. The group will seek the help of consultants when necessary. The Association President and the District's Superintendent will be "ex-officio" members of the committee.

**Goals:**

This study committee will focus its attention on the development of a group performance incentive to apply equally to all members. This study will focus on, but not limited to, student achievement and their relative success comparing Genesee Valley to other New York State schools. A negotiated base raise for all members would be negotiated with an opportunity for all members to earn more based on the entire group performance based on student achievement. Any salary increase from this formula will be considered the teachers base salary. This system would be put in place for the 2001-2002 school year.

**Ratification:**

The Board of Education and the Genesee Valley Teacher's Association will be required to ratify the proposed recommendation in order for it to take effect.

**Timetable:**

It would be expected that this study committee would be convened and begin its work in December 1999. A recommendation would be submitted to both parties by April 14, 2000, unless mutually agreed to extend.

**Incentive for the Study Committee's Success:**

If either party fails to ratify the committee's recommendation, the salary for 2001-2002 and 2002-2003 would simply be the previously agreed upon base increment without any incentive money.

\_\_\_\_\_  
Douglas B. Larison, Superintendent                      Date

\_\_\_\_\_  
Association Chief Negotiator                      Date

\_\_\_\_\_  
Association President                      Date